



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code			SC	Dept. CCP	A	Contract Number		
County Department Department of Public Works				Dept. Orgn. CCP MOB		Contractor's License No.			
County Department Contract Representative Thomas A. Potter				Telephone 387-2340		Total Contract Amount			
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date		Contract End Date		Original Amount		Amendment Amount
Fund AAA	Dept. CCP	Organization YUC	Appr.	Obj/Rev Source 8525	GRC/PROJ/JOB No. 91008525		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Project Name Garden of Angels Charity Car Show				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Pick-Ups Limited

Address

8080 Townsend Drive

Riverside, CA 92509

Telephone

Federal ID No. or Social Security No.

hereinafter called PERMITTEE

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**SAN BERNARDINO COUNTY
REGIONAL PARKS DIVISION
YUCAIPA REGIONAL PARK
INTERIM USE PERMIT**

1. **PARTIES:** The County of San Bernardino, hereinafter referred to as "COUNTY", as permitor hereby permits the Pick-Ups Limited, hereinafter referred to as "PERMITTEE", to utilize portions of Yucaipa Regional Park ("Park"), Yucaipa, California for activities related to the Garden of Angels Charity Car Show ("Event").

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2. USE AREA: The PERMITTEE shall have the right to use the Group Picnic Area of the Park as depicted in Exhibit "A" Use Area, attached hereto and by this reference made a part hereof.

3. TERM: The term of this permit shall be for a period of one (1) days, Sunday, July 20, 2003. PERMITTEE's activities at the Use Area are limited to staging and exhibits related to the Garden of Angels Charity Car Show. Additionally, PERMITTEE shall be allowed access to the facility one day prior to the Event for set-up and one day following the Event for tear down and clean up. Neither the Use Area, the Park nor any part thereof may be used by PERMITTEE for any other purpose.

4. USE FEES:

A. PERMITTEE shall pay a fee of Zero Dollars and zero cents(\$0.00).

B. Damage Deposit: PERMITTEE shall pay Five Hundred Dollars (\$500) to guarantee a damage deposit. The deposit shall be made by money order or certified cashier's check payable to San Bernardino County Regional Parks by July 1, 2003. This deposit shall be held as security to pay for damages incurred by the COUNTY due to the use of the Park by PERMITTEE, it's attendees, participants, spectators, guests, employees, or volunteers. The Park Superintendent and On Site Coordinator for PERMITTEE shall inspect the Use Area and Park both before and after the Event to determine the extent of any damages incurred. The deposit shall be returned by the COUNTY, less any damages, no later than July 31, 2003.

5. EVENT PLAN: PERMITTEE shall submit its Event Plan ("Plan") to the Park Superintendent by July 1, 2003, and shall, at the request of the COUNTY review the Plan with representatives of the COUNTY, including the Regional Parks Division. The Plan must outline specific security, parking, set up and clean up, signage, advertisement, gate ingress, egress, sanitation, food and vendor operations. The Plan shall include persons responsible, name of company, if applicable, times, electrical requirements, site plans, etc.

6. PARK RULES: PERMITTEE shall conform to and abide by all Park rules and regulations relating to the operation herein authorized and shall be subject at all times to applicable rules, regulations, resolutions, ordinances, and statues of the COUNTY OF SAN BERNARDINO, State of California, the federal government, and all other governmental agencies where applicable; and where permits are required for such operations, the same must first be had and obtained from the regulating body having jurisdiction thereof, before such operation is undertaken.

7. PERMITS AND APPROVALS: PERMITTEE shall obtain and maintain throughout the EVENT all necessary permits, licenses, and approvals from applicable federal, state and local agencies, including, but not limited to, the Sheriff's Office (security), San Bernardino County Environmental Health Services (sanitation, food/drink), California Highway Patrol (traffic), Caltrans (freeway access), San Bernardino County Transportation (roadways), Alcoholic Beverage Control Board (liquor licenses), and the California Division of Forestry; as required for any use allowed by COUNTY. All necessary permits, licenses and approvals shall be delivered to the Regional Parks Division by 5:00 p.m., July 1, 2003.

8. NO DISCRIMINATION: Neither PERMITTEE nor any person claiming under it may unlawfully discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status with respect to the use granted herein or the occupancy, use or enjoyment of the Use Area used pursuant to this Permit. PERMITTEE must comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Orders.

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9. NO SEGREGATION: PERMITTEE must not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in the occupancy, use, tenure or enjoyment of the Use Area used for the EVENT, nor may PERMITTEE or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of or by any person within the Use Area used for the EVENT.

10. JURY TRIAL WAIVER: PERMITTEE and COUNTY hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either PERMITTEE against COUNTY or COUNTY against PERMITTEE on any matter whatsoever arising out of, or in any way connected with, this permit, the relationship of PERMITTEE and COUNTY, COUNTY's or PERMITTEE's use or occupancy of the Use Area, Park or any part of it, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. DISCLAIMER OF LIABILITY: COUNTY is not liable at any time for loss, damages, or injury to the person or property of any person whomsoever at any time, occasioned by or arising out of any act of PERMITTEE or of anyone holding under PERMITTEE, nor for the occupancy of use of the Use Area/Park or any part thereof by or under the PERMITTEE, nor directly or indirectly from any state or condition of said Use Area/Park or any part thereof during the terms of this Permit.

12. SECURITY: PERMITTEE understands and agrees that the COUNTY shall not be required to provide, nor shall COUNTY provide, any security for the personal property and/or the person of PERMITTEE or any of PERMITTEE's members, guests or invitees. Any loss, damage and injury to any property or person of PERMITTEE or PERMITTEE's members, guests, or invitees shall be at the sole cost, expense, and responsibility of PERMITTEE.

13. INSURANCE AND INDEMNIFICATION CLAUSE:

A. Indemnification - The PERMITTEE agrees to indemnify, defend and hold harmless with counsel approved by COUNTY, the COUNTY, its officers, agents and employees from and against any and all costs, expenses, claims, demands, judgements or liabilities which arise from PERMITTEE's obligations under this Permit, including use of the area for the EVENT and any activity related to the EVENT, except where such indemnification is prohibited by law.

B. Insurance - Without in any way affecting the indemnity herein provided and in addition thereto, the PERMITTEE shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. **Workers' Compensation** - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services or performing obligations on behalf of the PERMITTEE and all risks to such persons under this Agreement.

2. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage, including products liability, and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than

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one million dollars (\$1,000,000), including Host Liquor Liability of one million dollars (\$1,000,000) if alcoholic beverages are to be sold.

C. Additional Named Insured - All policies, except for the Workers' Compensation, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the PERMITTEE's obligations hereunder.

D. Waiver of Subrogation Rights - PERMITTEE shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, and PERMITTEE, and their respective officers, employees, agents, volunteers, contractors and subcontractors.

E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

F. Proof of Coverage - PERMITTEE shall immediately furnish the, above required certificates of insurance to the Regional Parks Division, no later than 5:00 p.m. July 1, 2003, evidencing the insurance coverage, including endorsements.

G. Insurance Review - The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement.

H. Failure to Have Insurance - In the event COUNTY receives a thirty (30) day notice of cancellation concerning any of the required policies, or should PERMITTEE fail to have in effect the required coverage at any time during this permit, COUNTY may give notice to PERMITTEE to immediately suspend all PERMITTEE activities and/or notice to reinstate or acquire the affected coverage. Should PERMITTEE fail to reinstate or acquire the affected coverage within two (2) days (Monday thru Friday, excluding legal holidays) of receipt of COUNTY's notice to reinstate or acquire such coverage, COUNTY may either terminate this permit, reinstate or acquire the affected coverage, and PERMITTEE shall reimburse COUNTY for the reasonable cost at COUNTY's option. If PERMITTEE does not reimburse COUNTY within two (2) days after demand by COUNTY, COUNTY shall have the right to withhold from future amounts due under this contract or otherwise due to PERMITTEE the sum COUNTY has expended until COUNTY is reimbursed in full.

I. Liability For Premiums - County shall not have any liability for the cost of payment of insurance premiums for coverages required herein.

14. NO ASSIGNMENT: No assignment of this Permit or any interest therein and no subpermit for any purpose shall be granted by PERMITTEE.

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15. NOTICE: Any notice or communication required or permitted to be given under this permit including notices under the California Unlawful Detainer Statutes, shall be given to the respective parties in writing by registered or certified mail, postage prepaid or otherwise personally delivered as follows:

(a) If to COUNTY: San Bernardino County
Department of Public Works
Regional Parks Division
777 East Rialto Avenue
San Bernardino, CA 92415-0763

(b) If to PERMITTEE: Pick-Ups Limited
Attn: Carolyn Ewing
8080 Townsend Drive
Riverside, CA 92509

or at such other address or to such other persons as either of the parties may from time to time designate by written notice given as herein provided. Notice given by mail as required above shall be deemed delivered three (3) days after mailing.

16. ATTORNEYS' FEES AND COSTS: If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and reasonable attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article 13 A, INSURANCE AND INDEMNIFICATION CLAUSE.

17. VENUE: The parties acknowledge and agree that this Permit was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Permit will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Permit is brought by any third party, the parties agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

18. APPLICABLE LAW: This permit shall be interpreted and construed according to the laws of the State of California.

19. FORCE MAJEURE: PERMITTEE shall not be deemed in violation of this agreement if it is prevented from performing its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, or any other circumstances for which it is not responsible or which are not within its control.

20. DISCLOSURE OF INFORMATION: All information received by the COUNTY from any source concerning this Permit, including the Permit itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). PERMITTEE understands that although all materials received by the COUNTY in connection with this Permit are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a PERMITTEE has requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall

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notify the PERMITTEE of the request and shall thereafter disclose the requested information unless the PERMITTEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for nondisclosure, and agrees to indemnify, defend with counsel approved by COUNTY, and hold the COUNTY harmless in any/all actions brought to require disclosure. PERMITTEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify PERMITTEE of any such disclosure request and/or releases any information received concerning the Permit received from the PERMITTEE.

20. TAXES:

- A. PERMITTEE recognizes and understands that this Permit may create a possessory interest subject to property taxation and that PERMITTEE may be subject to the payment of property taxes levied on such interest.
- B. PERMITTEE covenants and agrees to pay all taxes, including possessory interest tax, and assessments upon all improvements, fixtures, furniture, and other property owned by PERMITTEE and used in the exercise of PERMITTEE's rights under this Permit or levied by reason of the PERMITTEE's operations pursuant to this Permit.

21. FAILURE TO PAY: For any use payment not received when due and payable, or postmarked when due and payable and received within five (5) days thereafter, PERMITTEE must pay to COUNTY an additional thirty-five and 00/100 dollars (\$35.00) each as an administrative processing charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that COUNTY will incur by reason of late payment by PERMITTEE. Acceptance of a late charge will not constitute a waiver of PERMITTEE's default with respect to the overdue amount nor prevent COUNTY from exercising any of the other rights and remedies available to COUNTY. Use fees not paid when due will bear simple interest from the date due until paid in full at the rate of 0.05% per day.

22. NO ESTATE: PERMITTEE agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Use Area or Park, by virtue of this Permit or occupancy or use hereunder.

23. TERMINATION:

- A. DEFAULT: In the event that either party violates any of the terms and conditions of this agreement, the aggrieved party shall give written notice of specific violation and demand for correction.
- B. TERMINATION FOR DEFAULT: If, within one (1) day after written notice and demand, the violating party has not commenced correction of this violation or shown acceptable cause therefore, the aggrieved party has the right to immediately terminate this License and pursue any and all remedies provided by law.
- C. PERMITTEE agrees that COUNTY may immediately suspend this License, and further, PERMITTEE agrees to immediately cease operations at the Event if PERMITTEE fails to meet the insurance requirements each year, as stated herein.
- D. If this Permit is terminated because PERMITTEE is in breach of this Permit, all fees paid to the COUNTY shall be retained by the COUNTY and shall not be refunded to PERMITTEE.

E. LIABILITY FOR BREACH: Termination for default shall not excuse either party from any liability for breach of License; such breach shall be deemed total.

24. INTERPRETATIONS: As this Permit was jointly prepared by both parties, the language in all parts of this License will be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

25. AUTHORIZED SIGNATORS: Both parties to this Permit represent that the signators executing this document are fully authorized to enter into this permit.

26. ENTIRE AGREEMENT: This Permit contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Permit, and no prior agreement or understanding pertaining to any such matter is effective for any purpose.

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COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

►
Fiona Luke, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Reviewed for Processing

►
Agency Administrator/CAO

Date _____

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